

# Exhibit B

Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MICROSOFT CORPORATION, a  
Washington corporation,

Plaintiff,

v.

BORIS MIZHEN; MEDIA NETWORK,  
INC.; NEW AGE OPT-IN, INC.; I-  
PERMISSION, INC.; DMITRI  
KOVALSKY; MUHAMMED MOHSAN  
UL MOULA; ESOLUTIONS  
TECHNOLOGY, INC.; DECAPTCHER;  
AND JOHN DOES 1-20,

Defendants.

Case No. 2:10-cv-00966-RSM

**STIPULATED PERMANENT  
INJUNCTION AND [PROPOSED] ORDER**

**STIPULATION**

Plaintiff Microsoft Corporation (“Microsoft”) and defendants Boris Mizhen, Media Network, Inc., New Age Opt-In, Inc., I-Permission, Inc. and Dmitri Kovalsky, by and through their undersigned counsel of record, hereby stipulate to the entry of the following Permanent Injunction.

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STIPULATED PERMANENT INJUNCTION  
2:10-CV-00966-RSM

Orrick, Herrington & Sutcliffe LLP  
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Tel: 1 206-839-4300

DATED this 6<sup>th</sup> day of June, 2011.

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Attorneys for Defendant Dmitri Kovalsky

**ORDER**

Plaintiff Microsoft Corporation (“Microsoft”) and Defendants Boris Mizhen, Media Network, Inc., New Age Opt-In, Inc., I-Permission, Inc. and Dmitri Kovalsky (“Defendants”) have entered into a binding Settlement Agreement resolving all claims against Defendants arising out of the actions alleged in the Complaint in this matter, and have stipulated to the entry of this Permanent Injunction in favor of Microsoft against Defendants.

Based on the Stipulation of the parties, it is hereby ORDERED as follows:

1. Pursuant to Federal Rule of Civil Procedure 65(d), Defendants, their agents, assignees, and successors-in-interest, and those in active concert or participation with them, are permanently enjoined from, knowingly:

a. sending, transmitting, or advertising in, or directing, aiding, facilitating or conspiring with others to send, transmit, or advertise in, any commercial electronic communication of any kind that is in violation of or inconsistent with the agreements set forth in the Complaint or any amended or future versions of those agreements or in violation of the federal CAN-SPAM Act, Washington’s Commercial Electronic Mail Act, Washington’s Consumer Protection Act or any other law; and

b. using, or directing, aiding, facilitating, causing, or conspiring with others to use the computers or computer networks of Microsoft’s communication services, including but not limited to Windows Live Hotmail, in violation of or inconsistent with the agreements set forth in the Complaint or any amended or future versions of those agreements or in violation of any law; and

c. obtaining, compiling, selling, trafficking in, or trading, or directing, aiding, or conspiring with others to obtain, compile, sell, traffic in, or trade e-mail addresses for any purpose relating to the sending or delivery of any unsolicited bulk or unsolicited commercial electronic communications, for any purpose that is in violation of or inconsistent with the agreements set forth in the Complaint or any amended or future versions of those agreements or for any purpose that is in violation of any law; and

d. opening, creating or accessing, or directing, aiding, facilitating or

1 conspiring with others to open, create, or access any Microsoft communication services, including  
 2 but not limited to Windows Live Hotmail, for any purpose relating to the sending or delivery of  
 3 any unsolicited bulk or unsolicited commercial electronic communications, for any purpose that is  
 4 in violation of or inconsistent with the agreements set forth in the Complaint or any amended or  
 5 future versions of those agreements or for any purpose that is in violation of any law; and

6 e. using, selling, offering for sale or distributing, or directing, aiding, or  
 7 conspiring with others to sell, offer for sale or distribute any software that allows the user to send  
 8 unsolicited bulk or unsolicited commercial electronic communications to any Microsoft  
 9 communication services, including but not limited to Windows Live Hotmail.

10 2. Any proceeding before this Court to enforce the terms of this Permanent Injunction  
 11 shall be resolved by means of a noticed motion without the necessity of filing a new and separate  
 12 action. The parties to such proceedings will be permitted to submit evidence and memorandum of  
 13 points and authorities according to the ordinary briefing requirements for a noticed motion as set  
 14 forth by the Federal Rules of Civil Procedure and this Court's local rules then in effect. The Court  
 15 shall have discretion to allow live testimony or other evidence in addition to any documentary  
 16 evidence or declarations submitted as part of the noticed motion briefings. The court shall  
 17 determine whether Defendants or any of them, has violated the terms of this Permanent Injunction  
 18 pursuant to this definition. A "violation" shall be defined as the failure to comply with paragraphs  
 19 1.a., 1.b., 1.c., 1.d., or 1.e above.

20 3. In the event that the Court finds that Defendants or any of them, has violated this  
 21 Stipulated Permanent Injunction, the parties agree that resulting damages suffered by Microsoft  
 22 may be impractical or extremely difficult to calculate. Because of this difficulty in determining  
 23 the amount of damages resulting from this Stipulated Permanent Injunction, in the event that any  
 24 defendant is found by the court to have violated this Stipulated Permanent Injunction, the parties  
 25 agree that the violating defendant party shall pay damages in the sum of \$5,000,000, as liquidated  
 26 damages, corresponding to Microsoft's reputation and lost profit damages only (*i.e.* Microsoft may  
 27 also prove and recover its other categories of damages in addition to the liquidated damages for  
 28 reputation/lost profits). Microsoft shall also recover its associated attorneys' fees, expenses, and

costs.

4. Each of the Defendants shall provide a copy of this Stipulated Permanent Injunction to each employee, agent, contractor or affiliate acting on his or its behalf in regard to any electronic marketing.

**STIPULATION ACCEPTED AND ORDER GRANTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

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RICARDO S. MARTINEZ  
UNITED STATES DISTRICT JUDGE

*Presented by:*

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